

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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CORBIS CORPORATION,  
a Nevada corporation,

Plaintiff,

-v-

CAMBRIDGE FINANCIAL GROUP, INC.  
an Ohio corporation,

Defendant /  
Third - Party  
Plaintiff,

-v-

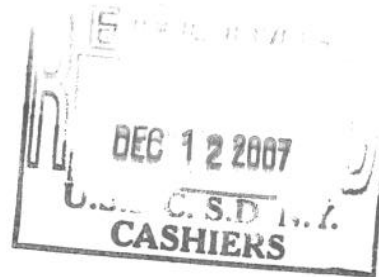
URBAN WILDERNESS DESIGN, LLC  
an Ohio limited liability company and  
STEVEN POPE, an individual,

Third - Party  
Defendants.  
-----X

: ECF Case

: Case No. 07 CIV 9316 (RJH)

: **DEFENDANT CAMBRIDGE**  
: **FINANCIAL GROUP, INC.'S FIRST**  
: **THIRD-PARTY COMPLAINT**



For its First Third-Party Complaint against Urban Wilderness Design, LLC ("Urban Wilderness") and STEVEN POPE ("Pope"), (collectively, "Third-Party Defendants"), Defendant/Third Party Plaintiff, Cambridge Financial Group, Inc. ("Cambridge" or "Third-Party Plaintiff"), states as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Defendant/Third-Party Plaintiff Cambridge Financial Group, Inc. is an Ohio corporation having its principal place of business located at 4100 Horizons Dr., Suite 200, Columbus, Ohio 43220.

2. Third-Party Defendant Urban Wilderness is an Ohio limited liability company having its principal place of business located at 30 East High Street, Suite 300, Laurenceburgh, IN 47025.

3. Upon information and belief, Third-Party Defendant Pope is a principal of Urban Wilderness with a principal place of business located at 30 East High Street, Suite 300, Laurenceburgh, IN 47025 and at all times supervised or personally developed Cambridge's website and purportedly obtained the necessary licenses for the Corbis images allegedly infringed by the site.

4. Plaintiff Corbis Corporation is a Nevada corporation with its principal place of business located at 902 Broadway, New York, New York 10010.

5. Jurisdiction and venue is proper in this Court is based upon the Copyright Act of 1976, 17 U.S.C. §§ 101 *et seq.* This Court has personal jurisdiction over Third-Party Defendants Urban Wilderness and Pope because of its' access to and use of Plaintiff Corbis' website constitutes agreement to the jurisdiction of this Court, and because Urban Wilderness and Pope purportedly acquired and placed the allegedly infringing images on Cambridge's website, which was and is accessible over the world wide web, including in this district.

#### **FACTS RELEVANT TO ALL COUNTS**

6. Urban Wilderness is an Ohio limited liability company engaged in the business of developing websites for others.

7. In the summer of 2004, Cambridge retained Urban Wilderness (hereinafter "Agreement") for the development of a website for Cambridge.

8. Under the terms of the Agreement and relying on the expertise of Urban Wilderness and Pope in website development, Cambridge allocated funds from the total development cost for licensing fees to obtain licenses for images for the website. The licenses were to ensure that no images on the website would infringe upon the copyrights of others. Cambridge relied on the expertise of Urban Wilderness and Pope as a website developer to acquire all appropriate image licenses.

9. Urban Wilderness and Pope completed the website, and it went “live” in January of 2005.

10. On November 16, 2004 Cambridge paid Urban Wilderness One Thousand Eight Hundred Twenty Nine Dollars and 98/100 (\$1,829.98) through check # 6239 for its web design services.

11. At no time during the development or operation of the website was the domain name “http://www.cfginc.net” within the control of Cambridge. Cambridge did not have the access or ability to modify the design of any portion of the website designed by Urban Wilderness and Pope, who controlled the site.

12. In the spring of 2007, Plaintiff Corbis contacted Cambridge alleging that photos on the Cambridge website infringed copyrights allegedly owned by Corbis.

13. Cambridge notified Urban Wilderness of the claim of infringement and it assured Cambridge the matter had been handled properly and that all images were licensed. Urban Wilderness averred that licenses for the four images had been taken in the name of a former

employer, and paid for on a credit card owned by Pope, the principal contact Cambridge had at Urban Wilderness.

14. Urban Wilderness and Pope further claimed that in communications with a Corbis representative, a license had been found under the name “CFG.” Despite numerous requests for documentation of this license, Urban Wilderness and Pope have not produced any documents to support its assertion that it acquired licenses for the images at issue.

15. On October 17, 2007, Corbis filed the instant action against Cambridge, seeking injunctive and monetary relief.

16. In its Complaint, Plaintiff Corbis alleges that the images on Cambridge’s website violated copyrights held by Plaintiff Corbis. Furthermore, Plaintiff Corbis alleges that Cambridge duplicated and displayed images taken from Corbis’s website in violation of the Digital Millennium Copyright Act (“DMCA”).

#### **CLAIM ONE – CONTRIBUTION**

17. Cambridge incorporates the allegations set forth in Paragraphs 1 through 16 as if fully set forth herein.

18. Cambridge denies that it has committed copyright infringement or violated the DMCA, and denies any and all fault. However, in the event it is determined in this action that Cambridge committed infringement of Corbis’ copyrights or violated the DMCA, then such circumstances arose solely from the conduct of Third-Party Defendants Urban Wilderness and Pope, and Cambridge is entitled to contribution from said Third-Party Defendants for any liability that may be adjudged against Cambridge in favor of the Plaintiff.



**CLAIM TWO – INDEMNIFICATION**

19. Cambridge incorporates the allegations set forth in Paragraphs 1 through 18 as if fully set forth herein.

20. Any liability of Cambridge, which is strictly denied, is purely innocent, vicarious, secondary, technical, and/or derivative in nature.

21. Cambridge is entitled to indemnification from Third-Party Defendants Urban Wilderness and Pope for all claims, damages, losses, and expenses, as any alleged liability is the sole fault and responsibility of Urban Wilderness and Pope.

22. Cambridge is entitled to recovery of all damages, including profits, statutory damages, costs, and attorney's fees for which it may be liable and/or for which it may be caused to pay as a result of Third-Party Defendants Urban Wilderness and Pope's acts or omissions.

23. Cambridge is entitled to recover from Third-Party Defendants Urban Wilderness and Pope attorney's fees and costs incurred in this action.

**CLAIM THREE – BREACH OF CONTRACT**

24. Cambridge incorporates the allegations set forth in Paragraphs 1 through 23 as if fully set forth herein.

25. Cambridge has fully performed its obligations under the Agreement.

26. As more fully described above, Urban Wilderness and Pope have materially breached the Agreement by failing to obtain any licenses for the images used on the Cambridge website.

27. The failure of Urban Wilderness and Pope to meet this obligation under the Agreement has resulted in claims for copyright infringement and violations of the DMCA being asserted against Cambridge in the instant action by Corbis.

28. As a direct result of this breach by Urban Wilderness and Pope, Cambridge has been damaged in an amount to be proven at trial.

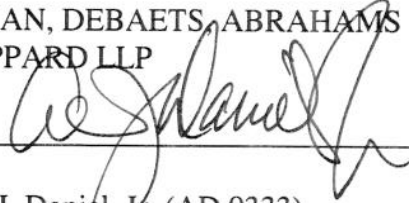
WHEREFORE, Third-Party Plaintiff Cambridge Financial Group, Inc. prays for judgment in its favor against Third-Party Defendants Urban Wilderness and Pope as follows:

- a. For monetary damages in an amount to be determined at the trial of this action and injunctive relief as appropriate;
- b. For judgment against Third-Party Defendants Urban Wilderness and Pope for indemnification of Cambridge, or contribution, for any damages that Cambridge may sustain arising out of the within suit;
- c. For Cambridge's costs in defending the action brought by Plaintiff Corbis and in prosecuting this third-party complaint, including reasonable attorneys' fees, and any other relief that this Court may deem just and equitable.

Dated: December 12, 2007  
New York, NY

Respectfully submitted,

COWAN, DEBAETS, ABRAHAM &  
SHEPPARD LLP

A handwritten signature in black ink, appearing to read 'Al J. Daniel, Jr.', is written over a horizontal line.

Al J. Daniel, Jr. (AD 9333)  
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